

**NATIONAL RAILROAD ADJUSTMENT BOARD  
THIRD DIVISION**

**Award No. 43271  
Docket No. SG-43205  
18-3-NRAB-00003-150405**

The Third Division consisted of the regular members and in addition Referee Peter R. Meyers when award was rendered.

**(Brotherhood of Railroad Signalmen  
PARTIES TO DISPUTE: (  
(Soo Line Railroad Company**

**STATEMENT OF CLAIM:**

**“Claim on behalf of the General Committee of the Brotherhood of Railroad Signalmen on the Canadian Pacific (formerly SOO Line):**

**Claim on behalf of C.B. Weishaar, for payment at his overtime rate of pay for all hours outside of regularly scheduled hours he is available for call beginning on May 31, 2014, and continuing until this dispute is resolved, account Carrier violated the current Signalmen’s Agreement, particularly Rule 21, when it mandated that the Claimant notify his manager when registering absent in addition to utilizing the IVR tie-up line to register absent. Carrier’s File No. 9-00124-080. General Chairman’s File No. Weishaar Rule 21 Notify. BRS File Case No. 15161-SOO.”**

**FINDINGS:**

**The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds that:**

**The carrier or carriers and the employee or employees involved in this dispute are respectively carrier and employee within the meaning of the Railway Labor Act, as approved June 21, 1934.**

**This Division of the Adjustment Board has jurisdiction over the dispute involved herein.**

Parties to said dispute were given due notice of hearing thereon.

The Organization filed the instant claim on behalf of the Claimant, alleging that the Carrier violated the parties' Agreement when it required Signal Maintainers to comply with additional instructions prior to registering absent under Rule 21, which required the Claimant to perform service after assigned working hours. The Carrier denied the claim.

The Organization contends that the instant claim should be sustained in its entirety because Rule 21 unambiguously states that only one call to a management-designated person needs to be made when a Signal Maintainer desires to register absent, because the IVR Line is the person designated by management to register absent, because calling the IVR Line is a long-standing practice across the entire Carrier property, because the Carrier's directive to make a second call under the guise of compliance with GCOR 1.13 is an encroachment on Rule 21 and requires the Claimant to perform duty outside of normal working hours, because there is no support for the Carrier's position, and because the appropriate remedy is compensation at the overtime rate for all time worked in excess of the forty-hour week. The Carrier contends that the instant claim should be denied in its entirety because the *de minimis* additional requirement of one additional short phone call to assist a manager with understanding which employees are available does not warrant any additional payment to employees, because no Agreement provision exists for providing overtime for being on call, because the Agreement was applied as written, and because no Agreement violation has occurred.

The parties being unable to resolve their dispute, this matter came before the Board.

The Board has reviewed the record in this case, and we find that the Organization has failed to meet its burden of proof that the Carrier violated the Agreement when it required that the Claimant notify his manager when registering absent in addition to utilizing the IVR tie-up line to register absent. Therefore, this claim must be denied.

The manager in this case wanted an additional call to be made so that he would know for sure who was available to respond to trouble calls. The manager made that additional requirement, and the Claimant failed to comply with it. The Board agrees with the Carrier that the requirement was a *de minimis* additional requirement of one short phone call so that the manager would have a better understanding as to which employees were available to protect trouble calls. The Organization simply did not meet its burden of proof that the Carrier violated the contract when it added that additional requirement to its Attendance Policy. There was no violation by the Carrier making the requirement of the phone call in addition to the IVR system. Therefore, this claim must be denied.

**AWARD**

Claim denied.

**ORDER**

This Board, after consideration of the dispute identified above, hereby orders that an Award favorable to the Claimant(s) not be made.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division

Dated at Chicago, Illinois, this 26th day of June 2018.